

**Subject:** Re: Review please: DAOLABS Technology License Agreements  
**Date:** Monday, October 17, 2022 at 2:29:07 PM Pacific Daylight Time  
**From:** Law Office of Reed Yurchak  
**To:** Ben

Hi,

Is it necessary to have George involved? His preference is not to be involved as it is essentially all risk with no reward. Which is essentially the same position I am in.

And yes, in addition to the above reason, it would also be a conflict since he basically works under my law firm and doesn't maintain any legal presence in FL anymore. While not ideal, it is acceptable that notice be sent to my address since that is the listed address for the entities and notice should go to "managing officer" or some other generic title. If it is addressed to George and me, it raises the issue of whether we provided advice regarding the license when we did not. It's a fine point but important to avoid future entanglements. By contrast a member of both entities can and will be required to vote for the license approval but avoids any conflict by disclosing this fact in the voting process.

At some point it makes sense to get at least one entity a separate address but I understand that won't happen until there is more activity associated with the entity.

I hope this clarifies things.

On Mon, Oct 17, 2022 at 12:51 PM Ben <r@daolabs.wtf> wrote:

Quick question on the notice of agreements.

Can I have George be notice for one party and you for the other? Or is there an affiliation between the two of you which makes the conflict of interest?

Also, if the LLC and INC's address is listed as your law office address isn't that still going to create a problem?

Thanks,

BenR

On 10/11/2022 12:41 PM PDT Law Office of Reed Yurchak <[reed@yurchaklaw.com](mailto:reed@yurchaklaw.com)> wrote:

Hi. I've had time to go through the documents and offer the following thoughts:

Indemnity Agreement. That document is fine although duplicative of the standard indemnity and HH agreements found in the bylaws or operating agreement.

Non recourse loan agreement. Looks fine.

IP licensing agreements. These are somewhat confusing to me given they grant Ryan some sort of authority to approve/cancel without identifying that authority. Meaning - if he cancels the license do the rights revert to the licensor alone or to both Ryan and licensor? Does Ryan have an ownership interest in the IP that he grants to the licensor and retains supervisory rights? I think Ryan's rights need to be clarified in this regard.

The second issue is with notice in the agreements. We can't have George and myself listed as the persons to accept notice for both parties since that would be a conflict of interest. The notice should be sent to the corporations and their individual addresses.

On Mon, Oct 10, 2022 at 12:23 PM Ben <r@daolabs.wtf> wrote:

Totally understand. Thanks Reed! Hope the new cases are profitable. Cheers!

On 10/10/2022 12:04 PM PDT Law Office of Reed Yurchak  
<[reed@yurchaklaw.com](mailto:reed@yurchaklaw.com)> wrote:

Hey - sorry. I anticipated being able to get it done Friday. But the document review proved to be much more of a formidable task; and I also got hit with a few new cases that came in. I should have it back to you by tomorrow. Thanks

On Mon, Oct 10, 2022 at 11:57 AM Ben <r@daolabs.wtf> wrote:

Hi Reed, just checking in on these docs.

Regards,

BenR

On 10/07/2022 11:50 AM PDT Law Office of  
Reed Yurchak <[reed@yurchaklaw.com](mailto:reed@yurchaklaw.com)>  
wrote:

Yes working on it and should have done  
today

On Fri, Oct 7, 2022, 11:44 AM Ben  
<r@daolabs.wtf> wrote:

Hi Reed, just touching base to  
see if you've had a chance to  
look over the DAOLABS  
Technology License  
Agreements?  
Thanks!  
BenR

On 10/06/2022  
12:36 AM PDT  
Ben  
<r@daolabs.wtf  
> wrote:

Hi Reed, can  
you look over  
the following  
Technology  
License  
Agreements to  
make sure they  
are ready to

send out for  
signatures.  
Please see  
attached.

Much  
appreciated!

BenR